

Amendment for Additional Pricing Services or Equipment

This is an amendment that modifies your existing merchant processing agreement to provide for additional equipment or services. Your existing agreement remains in full force and effect and will continue to apply, including as it relates to the additional services described here. The services described in this amendment are provided by Processor and not by Bank. **Bank is not responsible for any of the services described in this amendment and will not have any liability or responsibility for them.** You will be charged the fees referenced below or elsewhere in this amendment. Unless explicitly stated, this amendment will not eliminate any of the fees that would otherwise apply.

Please review the Amendment in full and sign where indicated below.



<input type="checkbox"/> 1. Business Information
Legal Business Name CITY OF EL MIRAGE-COURTS
Tax Filing Name CITY OF EL MIRAGE-COURTS
DBA/Outlet Name CITY OF EL MIRAGE-COURTS
Business Address 10000 N EL MIRAGE RD
City EL MIRAGE
State AZ
ZIP 85335
Business Phone 6238764223
Merchant Identifier 421302425887

2.Locations

Location 1

DBA/Outlet Name

CITY OF EL MIRAGE-COURTS

Contact First & Last Name

ALYSSA GONZALEZ

Location Address

14010 N. EL MIRAGE RD

Contact Email address

AGONZALEZ@COURTS.AZ.GOV

City

EL MIRAGE

State

AZ

Location Zip

85335

Location Phone

6238764223

Equipment Details

MODEL CODE AND NAME	UNIT PRICE W/O TAX AND S&H	QTY	PURCHASE TYPE	EQUIPMENT TYPE	INDUSTRY TYPE
FD150	31.50	1	48 Month Subscription	ITERM	RETAIL
FD150	31.50	1	48 Month Subscription	ITERM	RETAIL
RP10	12.00	1	48 Month Subscription	PINPAD	RETAIL
RP10	12.00	1	48 Month Subscription	PINPAD	RETAIL

See Equipment Subscription Agreement for the Terms and Conditions governing your Subscribed equipment.

Shipping & Handling

\$8.45

Enable EMV

YES

Shipping Address

Address

14010 N EL MIRAGE RD

City

El Mirage

State

AZ

Zip

85335

Shipping Method

FedEx Ground

3. Fee Schedule

In addition to the fees described in this Fee Schedule, you must pay us all Card Organization Charges, which include but are not limited to all fees, charges, liabilities, or obligations that a Card Organization imposes on us (1) in connection with your acceptance of its payment types, (2) in connection with the transactions processed under your MID, (3) as a result of your acts or omissions, or (4) as a result of the acts or omissions of others that act on your behalf or that provide services to you. Card Organization Charges are not subject to the consequential damages exclusion of your agreement, and include but are not limited to interchange; assessments (including but not limited to dues, issuer reimbursements, fines, penalties, and fraud recovery losses); fees established by the Card Organizations (including but not limited to access fees, switch fees, and file fees); adjustments; and Chargebacks. See the Interchange Qualification Matrix, Card Organization Pass-Through Fee Schedule, and American Express OptBlue Guide, available at www.businesstrack.com.

START-UP FEES

4. Additional Terms

Purchased Equipment Agreement

This Equipment Agreement ("Agreement") is being entered into by and between PROCESSOR and the CLIENT identified on the signature page of this Agreement. This Equipment Agreement governs the sale of certain terminals, printers, and other equipment identified in this Agreement (the "Equipment"). The Equipment is provided to the CLIENT in connection with the services provided to the CLIENT pursuant to a related Agreement among the CLIENT, PROCESSOR and BANK governing the authorization, processing and settlement of Visa, MasterCard and Discover transactions and certain services with respect to other cards specified therein (the "Merchant Agreement"). THE EQUIPMENT IS NOT BEING SOLD TO THE CLIENT FOR HOME OR PERSONAL USE. In this Agreement, Equipment refers to any electronic terminal, electronic printer or other electronic peripheral equipment identified in this Agreement. In this Agreement, the words "we," "our" and "us" refer to PROCESSOR, and the words "you" and "your" refer to the CLIENT.

YOU ACKNOWLEDGE THAT THE EQUIPMENT AND/OR SOFTWARE YOU PURCHASE FROM US MAY NOT BE COMPATIBLE WITH ANOTHER PROCESSOR'S SYSTEMS. WE DO NOT HAVE ANY OBLIGATION TO MAKE SUCH SOFTWARE AND/OR EQUIPMENT COMPATIBLE WITH ANY OTHER PROCESSING SYSTEMS. IN THE EVENT THAT YOU ELECT TO USE ANOTHER PROCESSING SERVICE PROVIDER UPON THE TERMINATION OF THIS AGREEMENT YOU ACKNOWLEDGE THAT YOU MAY NOT BE ABLE TO USE THE EQUIPMENT AND/OR SOFTWARE PURCHASED UNDER THIS AGREEMENT.

1. Purchased Equipment; Supplies. We will sell to you, and you will buy from us the Equipment identified in this Agreement as being purchased by you (the "Purchased Equipment"), free and clear of all liens and encumbrances (subject to Section 7), except that any "Software" (as defined in Section 8) will not be sold to you outright but instead will be provided to you pursuant to, and subject to the conditions of Section 8 of this Agreement. You shall pay the purchase price specified for the Purchased Equipment and the related software license(s), including all applicable tax, prior to the effective date of the Equipment Agreement or at our option, such amounts will be collected by us by debits or deductions pursuant to Section 5. We will provide you supplies as requested by you from time to time. You shall pay the purchase price for such supplies, plus shipping and handling charges, including all applicable tax, prior to delivery of the supplies or upon invoice, as specified by us, or at our option, such amounts will be collected by us by debits or deductions pursuant to Section 5. Maintenance and repair of customer-owned equipment is your responsibility.

2. Effective Date and Term of Agreement. This Equipment Agreement shall become effective on the first date you receive any piece of Equipment covered. This Equipment Agreement will remain in effect until all of your obligations and all of our obligations under this Equipment Agreement have been satisfied. We will deliver the Equipment to the site designated by you. You shall be deemed to have accepted each piece of Equipment at the earlier of: (a) your actual acceptance after installation, (b) delivery to you if your site is not prepared and ready for installation or (c) for Equipment that

we have not agreed to install for you, seven (7) days after shipment of each such piece of Equipment. The provisions of this Agreement shall survive the termination or expiration of the Merchant Agreement.

3. Site Preparation, Installation & Maintenance. You will prepare the installation site(s) for the Equipment, including but not limited to the power supply circuits and phone lines, in conformance with the manufacturer's and our specifications and will make the site(s) available to us by the confirmed shipping date.

Upon request, you must allow us (or our agents) reasonable access to the premises where authorization terminals or other communications equipment (e.g., printers) are or will be located.

Any alterations required for installation of authorization terminal(s) or other communications equipment will be done at your expense.

Only we or our agents can alter or modify authorization terminal(s) or other communications equipment owned by us. If a terminal or printer appears to be defective, you must immediately call the POS Help Desk.

You are responsible for safeguarding authorization terminals or other equipment from loss, damage, unauthorized use, misuse or theft. We should be notified immediately regarding any damage to or loss of communications equipment.

If necessary, we will assist you in obtaining replacement equipment. If you fail to return any defective equipment, you may be responsible for its replacement value and for any legal and/or collection costs incurred by the equipment owner in connection with recovering equipment.

You are responsible for keeping all communications equipment free of any claims, liens and legal processes initiated by creditors.

Equipment may not be subleased at any time. The cost of comparable new equipment, as well as any associated legal and/or collection costs incurred by us or the owner of the equipment will be assessed to you for each piece of equipment not returned upon termination of the Agreement by either party, or upon request for the return of the equipment for any reason.

You may not relocate, remove, disconnect, modify or in any way alter any equipment used in connection with the services we are providing to you without first obtaining our permission.

You must provide us with thirty (30) days prior written notice to request the relocation of any equipment.

Should you require additional equipment, you must contact Relationship Management or Customer Service (there may be additional costs or fees charged to you in connection with any new equipment ordered, including download fees).

4. Payment of Amounts Due.

You hereby authorize us to collect all amounts due from you under this Equipment Agreement by initiating debit entries for such amounts to your account designated pursuant to the Merchant Agreement to be debited and credited for amounts due from and to you under the Merchant Agreement (the "Settlement Account") or by deducting such amounts from TeleCheck or Servicers due to you. All authorizations and other provisions in your Merchant Agreement regarding the debiting and crediting of your Settlement Account apply with equal force with respect to amounts due to or from you under this Equipment Agreement. This authority will remain in full force and effect until we have given written notice to your bank where your Settlement Account is maintained that all monies due from you under this Agreement have been paid in full.

In addition to the purchase price, you shall pay, or reimburse us for, amounts equal to any taxes, levies, duties or assessments, however designated, levied or based on such charges, or on this Equipment Agreement or the Equipment and related supplies or any services, use or activities hereunder, including without limitation, state and local sales, use, property, privilege and excise taxes, exclusive, however, of taxes based on our net income.

As indicated in the Merchant Agreement, separate charges will apply for supplies.

5. Use of Equipment; Insurance.

(a) You shall cause the Equipment to be operated by competent and qualified personnel in accordance with any operating instructions furnished by us or the manufacturer and in connection with the services provided under your Merchant Agreement. You shall not use the Equipment, or permit the Equipment to be used, in any manner or for any purpose for which the Equipment is not designed or reasonably suited.

(b) You shall not permit any physical alteration or modification of the Equipment without our prior written consent.

(c) You shall not change the installation site of the Equipment without our prior written consent, which consent we will not unreasonably withhold.

(d) You shall not assign your rights or obligations under this Equipment Agreement, or pledge, lend, create a security interest in, directly or indirectly create, incur, assume or allow to exist any other consensually or judicially imposed liens or encumbrances on, or part with possession of, or sublease the Equipment to any other person, firm or organization without our prior written consent. Any such assignment, delegation, sublease, pledge, security interest or lien in the absence of such consent shall be void.

(e) You shall comply with all governmental laws, rules and regulations relating to the use of the Equipment. You are also responsible for obtaining all legally required permits for the Equipment.

(f) We or our representatives may, at any time, enter your premises for purposes of inspecting, examining or repairing the Equipment.

(g) You shall keep the Equipment adequately insured against loss by fire, theft and all other hazards (comprehensive coverage). The loss, destruction, theft of or damage to the Equipment shall not relieve you from your obligation to pay the full purchase price.

(h) Except for Purchased Equipment that has been paid in full, the Equipment shall be kept at your address indicated in the Merchant Agreement and shall not be removed therefrom without our prior written consent (except where normal use of the Equipment requires temporary removal).

(i) In order to return equipment, you should:

Call Customer Service for the address of the location to send the equipment.

The following information must be included within the shipping box:

- i. Company name, complete address and phone number.
- ii. Name of person to contact if there are any questions.
- iii. Your Merchant Account Number.
- iv. Serial number of the terminal (found on the underside of the terminal).

Please maintain proof of delivery documents for your records, and the serial number from the bottom of the terminal.

6. Security Interest; Financing Statements. You hereby grant to us a security interest in all Purchased Equipment and the related Software to secure payment of the purchase price and authorize us to file financing statements with respect to the Equipment and the Software in accordance with the Uniform Commercial Code, signed only by us or signed by us as your attorney-in-fact.

7. Software License. Anything in this Equipment Agreement to the contrary notwithstanding, we retain all ownership and copyright interest in and to all software, computer programs, related documentation, technology, know-how and processes embodied in or provided in connection with the Equipment (collectively "Software"), and you shall have only a nonexclusive license to use the Software in your operation of the Equipment. You shall not reverse engineer, disassemble or decompile the Software. You shall not give any third party access to the Software without our prior written consent. Your obligations under this Section 7 shall survive the termination of this Equipment Agreement.

8. Limitation on Liability. Our liability arising out of or in any way connected with the Equipment shall not exceed the purchase price paid to us for the particular Equipment involved. In no event shall we be liable for any indirect, incidental, special or consequential damages. The remedies available to you under this Equipment Agreement will be your sole and exclusive remedies.

9. Indemnification. You shall indemnify and hold us harmless from and against any and all losses, liabilities, damages and expenses resulting from (a) the purchase, delivery, installation, acceptance, rejection, ownership, leasing, possession, use, operation, condition, liens against, or return of the Equipment, or (b) any breach by you of any of your obligations hereunder, except to the extent any losses, liabilities, damages or expenses result from our gross negligence or willful misconduct.

10. Default; Remedies.

(a) If any debit of your Settlement Account initiated by us for charges due hereunder is rejected when due, or if you otherwise fail to pay us any amounts due hereunder when due, or if you default in any material respect in the performance or observance of any obligation or provision in this Equipment Agreement, or if any other default occurs under the Merchant Agreement, any such event shall be a default hereunder.

(b) Upon the occurrence of any default, we may at our option, effective immediately without notice, terminate our future obligations under this Equipment Agreement, repossess the Equipment and proceed in any lawful manner against you for collection of all charges that have accrued and are due and payable, in which case this Equipment Agreement shall terminate as soon as your obligations to us are satisfied.

11. Assignment. Subject to the following provisions, this Equipment Agreement shall be binding upon successors and assigns and shall inure to the benefit of the parties and their respective permitted successors and assigns. You may not assign or transfer this Equipment Agreement, by operation of law or otherwise, without our prior written consent. For purposes of this Equipment Agreement, any transfer of voting control of you or your parent shall be considered an assignment or transfer hereof. We may assign or transfer this Equipment Agreement and our rights and obligations hereunder, in whole or in part, to any third party without the necessity of obtaining your consent. No assignee for the benefit of creditors, custodian, receiver, trustee

in bankruptcy, debtor in possession, sheriff or any other officer of a court, or other person charged with taking custody of a party's assets or business, shall have any right to continue or to assume or to assign this Equipment Agreement.

12. Governing Law; Miscellaneous. This Equipment Agreement is being entered into in connection with the Merchant Agreement and shall be governed by and will be construed in accordance with the laws of the State of New York (without applying its conflicts of laws principles), except that Section 13 shall be governed by the Federal Arbitration Act. If any part of this Equipment Agreement is not enforceable, the remaining provisions will remain valid and enforceable. In performing their obligations under this Equipment Agreement, each party agrees to comply with all laws and regulations applicable to it.

13. Dispute Resolution and Arbitration. If the parties disagree as to any matter governed by this Equipment Agreement, the parties shall promptly consult with one another in an effort to resolve the disagreement. If such effort is unsuccessful, any controversy or claim arising out of or relating to this Equipment Agreement, or the breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator(s) shall have the right to render equitable, as well as other, awards and relief. The parties agree that the underlying agreement between the parties involves interstate commerce, and that, notwithstanding any choice of law provision in Section 12 of this Equipment Agreement, any arbitration hereunder shall be governed by the Federal Arbitration Act.

14. Notices. All notices must be in writing, and shall be given (a) if sent by mail, when received, and (b) if sent by courier, when delivered: if to you at the address appearing in your Merchant Agreement, and if to us at 3975 N.W. 120th Avenue, Coral Springs, FL 33065 to the attention of Marketing.

15. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter, supersedes any previous agreements and understandings and can be changed only by a written agreement signed by all parties.

5.Approval

The services described in this amendment will be provided as part of our existing agreement with you. All terms of the existing agreement will continue to apply unless explicitly modified by this amendment. By signing below you are confirming that (1) you are authorized by the merchant identified above to enter into this amendment, and (2) the merchant identified above agrees to modify its relationship with its Processor and Bank as described in this amendment.

Merchant Business Principal:

Alyssa Gonzalez

ALYSSA GONZALEZ

01-10-2024 8:37AM

Acknowledgement

Acknowledgement of Acceptance of Agreement

This acknowledges that the agreement identified below ('Agreement') has been accepted by Processor and Bank and that the Processor and Bank are obligated to its terms as if they executed the signature page of the Agreement directly. Nothing in this Acknowledgement modifies the terms of the Agreement itself.

Business/Merchant Legal Name

CITY OF EL MIRAGE-COURTS

Agreement Date

01-10-2024 8:37AM

Merchant Identification Number (MID):

XXXXXXXX5887

Accepted By:

First Data Merchant Services

Chris Wien



Equipment Subscription Agreement

This is your agreement to subscribe the Equipment described below. It is a separate agreement from the merchant agreement and has its own terms. Please read it carefully and sign where indicated below.

1. Merchant Information

Corporate Business Name

CITY OF EL MIRAGE-COURTS

City

EL MIRAGE

DBA Name

CITY OF EL MIRAGE-COURTS

State

AZ

Mo/Yr The Business Started

03-2005

ZIP

85335

Business Type

Private Corporation

Business Phone

6238764223

Bank Name

JPMORGAN CHASE BANK, NA

ABA #

XXXXX0024

DDA #

XXXXX6635

Business Address

10000 N EL MIRAGE RD

2. Description of Equipment

MODEL CODE AND NAME	QTY	MONTHLY PAYMENT	TERM
FD150	1	31.50	48 Month Subscription
FD150	1	31.50	48 Month Subscription
RP10	1	12.00	48 Month Subscription
RP10	1	12.00	48 Month Subscription

3. Schedule Of Payments

SCHEDULE OF PAYMENTS

Annual Tax Handling Fee:	\$30.20
AL,AR,CA,CT,GA,IN,KY,LA,MS,MO,NE,NV,NM,NC,OK,OR,RI,SC,TN,TX,VT,VA,WA,WV,WI,WY	
Annual Tax Handling Fee: All Other States	\$10.20
Approx. Date of First ACH Payment	02/10/2024
Approx. Amount of First ACH Payment	\$174.0
Total Cost To Subscription	\$4176.00
Total Monthly Subscription Charge	\$87.00

Option to purchase: If you wish to buyout the equipment, please contact 1-877-257-2094 to obtain the cost.

Schedule of Fees

ADMINISTRATIVE FEES

Upgrade Fee	\$50
Assumption Fee	\$150

DEFAULT FEES

NSF Fee	\$10
Collection Fee	\$25
Late Fee	\$10
Collection Invoicing Fee	\$7
Improper Return Fee	\$100*

* See paragraph 11(g) for details regarding this fee.

4. Conditions of Subscription

The Subscription Agreement ("Agreement" or "Subscription Agreement") is being entered into by and between First Data Merchant Services LLC ("FDMS") and the Subscriber identified in the signature panel of this Agreement. In this Agreement, the words "we," "our" and "us" refer to First Data Merchant Services LLC and its successors and assigns and the words "you" and "your" refer to Subscriber and its permitted successors and assigns. This Subscription Agreement may be a factor in the pricing you are receiving for processing services provided by our affiliates.

1 . Effective Date, Term and Interim Rent.

a) This Agreement becomes effective on the date we deliver any piece of Equipment to you (the "Delivery Date"). This Agreement remains in effect until all of your obligations and all our obligations under it have been satisfied. We will deliver the Equipment to the site designated by you.

b) Term: The term of this Agreement ("Term" or "Subscription Term") begins on a date designated by us after receipt of all required documentation and acceptance by us represented by our delivery of Equipment to you (the "Commencement Date"), and continues for the number of months indicated above in the Subscription Term

c) You agree this agreement is a non-cancelable commitment by you to subscribe for the equipment identified herein for the entire term indicated above. You agree to pay all amounts due during the Subscription Term and confirm upon execution the Subscription Term is specifically defined as written above.

d) You agree to pay an Interim Subscription Payment in the amount of one-thirtieth (1/30th) of the monthly subscription charge for each day from and including the Delivery Date until the date preceding the Commencement Date.

2 . Authorization. Subscriber hereby authorizes us or our designees, successors or assigns (hereinafter "FDMS") to withdraw any amounts including any and all sales taxes now due or hereinafter imposed, owed by Subscriber in conjunction with this Agreement by initiating debit entries to Subscriber's account at the bank named above (hereinafter "Bank"), or such other bank as the Subscriber may from time-to-time use. In the event of default of Subscriber's obligation hereunder, Subscriber authorizes debit of its account for the full amount due under this Agreement. Further, Subscriber authorizes Bank to accept and to charge any debit entries initiated by FDMS to Subscriber's account. In the event that FDMS withdraws funds erroneously from Subscriber's account, Subscriber authorizes FDMS to credit Subscriber's account for an amount not to exceed the original

amount of the debit. This authorization is to remain in full force and effect until FDMS and Bank have received written notice from Subscriber of its termination in such time and in such manner as to afford FDMS and Bank a reasonable opportunity to act.

3 . Default; Remedies.

a) If any debit of your bank account initiated by us is rejected when due, or if you otherwise fail to pay us any amounts due hereunder when due, or if you default in any material respect in the performance or observance of any obligation or provisions of this Agreement or any agreement with any of our affiliates, alliances or joint ventures, any such event shall be a default hereunder. r. Without limiting the foregoing, any default by you under a Merchant Processing Agreement ("MPA") with our affiliates or with an alliance or joint venture to which our affiliates are a party may be treated as a default under this Agreement. Such a default would include a default resulting from early termination of the MPA, if applicable. For fees that may be applicable upon payment default, please see paragraph 10.

b) Upon the occurrence of any default, we may at our option, effective immediately without notice, either (i) terminate this Agreement and our future obligations under this Agreement, repossess the Equipment and proceed in any lawful manner against you for collection of all charges that have accrued and are due and payable, or (ii) accelerate the remaining payments due, which shall be calculated as ninety-five (95%) of the product of (1) your monthly payment and (2) the number of months then outstanding on the Subscription Term. If Equipment has not been returned, this accelerated amount shall include the then fair market value of the Equipment (as determined in good faith by us). This acceleration of payments is not a penalty but liquidated damages for our loss of the bargain. Upon any such termination for default, we may proceed in any lawful manner to obtain satisfaction of the amounts owed to us and, if applicable, our recovery of the Equipment, including entering onto your premises to recover the Equipment. In addition, you shall also be responsible for our costs of collection, court costs and reasonable attorneys' fees, as well as applicable shipping, repair and refurbishing costs of recovered Equipment. You agree that we shall be entitled to recover any amounts due to us under this Agreement by charging your bank account or any other funds of yours that come into our possession or control, or within the possession or control of our affiliates, alliances or joint ventures or by setting to amounts that you owe to us against any amounts we may owe to you, bank account or any other funds of yours that come into our possession or control, or within the possession or control of our without notifying you prior to doing so. Without limiting the foregoing, you agree that we are entitled to recover amounts owed to us under this Agreement by obtaining directly from an alliance or joint venture to which we are a party and with which you have entered into a MPA any funds held or available as security for payment under the terms of the MPA, including funds available under the reserve and security interest sections of the MPA, if applicable.

4 . Return or Purchase of Equipment at End of Subscription Period. Upon the completion of your Subscription Term the Agreement shall continue on a month-to-month basis. There is no obligation to continue the subscription after the Subscription Term ends. At the end of your Subscription Term, you will have the option to: (a) return the Equipment to us; (b) purchase the Equipment from us for the lesser of fair market value at the time (as determined in good faith by us), or an amount equal to ten-percent (10%) of the total subscription payments under this Subscription Agreement with respect to each item of Equipment; or (c) as noted, rent the Equipment on a month-to-month basis at the existing monthly subscription payment. In the absence of an affirmative election by you to return or purchase the Equipment,

(c) will apply and this Agreement will continue on a month-to-month basis at the existing monthly subscription payment. After the end of the Subscription Term, if you do not want to continue to rent the Equipment on a month-to-month basis, then you will be obligated to provide FDMS with notice of that choice prior to the end of the Subscription Term and advise whether you will return the Equipment to FDMS or purchase the Equipment, which price FDMS shall provide to you upon receipt of the notification. If you fail to provide such notice at least thirty (30) days prior to the end of the Subscription Term, acknowledge that FDMS may not have time to suspend billing due for the next month's subscription charge. If we terminate this Agreement pursuant to paragraph 3 due to a default by you, then you shall immediately return the Equipment to us at the address set forth in paragraph 11, no later than the tenth Business Day after termination, or remit to us the fair market value of the Equipment which amount we shall provide after good faith determination. We may collect any amounts due to us under this paragraph 4, by debiting your Settlement Account, and to the extent we are unable to obtain full satisfaction in this manner, you agree to pay the amounts owed to us promptly upon our request.

5 . Limitation on Liability. We are not liable for any loss, damage or expense of any kind or nature caused directly or indirectly by the Equipment, including any damage or injury to persons or property caused by the Equipment. We are not liable for the use or maintenance of the Equipment, its failure to operate, any repairs or service to it, or by any interruption of service or loss of use of the Equipment or resulting loss of business. Our liability arising out of or in any way connected with this Agreement shall not exceed the aggregate subscription amount paid to us for the particular Equipment involved. In no event shall we be liable for any indirect, incidental, special or consequential damages. The remedies available to you under this Agreement are your sole and exclusive remedies.

6 . Governing Law; Dispute Resolution; Miscellaneous. This Agreement shall be governed by and will be construed in accordance with the laws of the State of New York (without applying its conflicts of laws principles). The exclusive venue for any actions or claims arising under or related to this Agreement shall be the appropriate state or federal court located in Suffolk County, New York. If any part of this Agreement is not enforceable, the remaining provisions will remain valid and enforceable.

7 . Equipment and Software

a) We agree to provide to you and you agree to subscribe for the equipment identified on the first page of this Agreement or such other comparable equipment we provide you (the "Equipment"), according to the terms and conditions of this Agreement. Such Equipment may include Clover ® - branded devices used in connection with the Clover devices ("Clover Devices") or other equipment or peripherals compatible with Clover Devices (for example, receipt printers or cash drawers).

b) For the avoidance of doubt, each Clover Device includes (i) operating software and (ii) the then-current, Clover standard object code version of software resident on or accessible through a Clover Device at the time we provide you with the Clover Device ("Clover Software"), but Clover Software does not include any software that may be obtained by you separately from using the Clover Device (for example, from the Clover App Market).

c) We are providing the Equipment to you "as is" and make no representations or warranties of any kind as to the suitability of the Equipment for any particular purpose.

d) You acknowledge that the equipment you subscribe for under this Agreement may not be compatible with another processor's systems and that we do not have any obligation to make such equipment compatible in the event that you elect to use another service provider upon termination of your merchant processing agreement, you acknowledge that you may not be able to use the equipment subscribed for under this agreement with said service provider.

e) In addition to the Clover Software, with respect to Clover Virtual Terminal, Clover Dashboard, and other services and software accessed through your Clover Account (the "Clover Services"), you agree to the terms of use that apply to the Clover Services, as those terms may be presented on-device during activation or set-up, or an "in-application" basis, or by link to or directly on Clover's then-current website (currently, clover.com/terms), as updated from time to time ("Clover Terms"). After agreeing to the Clover Terms, you will receive credentials from us or our affiliates to open a Clover Account. You must agree to the Clover Terms, and may be required to "click to agree" to certain updated Clover Terms or applications in order to continue accessing the Clover Account or using the applicable Clover Services.

f) You may use the Clover Account to connect to a specific webpage for you ("Clover Dashboard"). Through the Clover Dashboard, you may access certain software applications we (or our affiliates) provide as a part of the Clover Services.

g) You and your authorized users can access the Clover Dashboard through most internet browsers. The applications that make up the Clover Services may reside on the Clover Dashboard, or you may download the enrolled and authorized applications during or after initial set-up. The applications (and their functionality) that make up the Clover Services may vary from time to time.

h) You shall at all times comply with any operating procedures, requirements, or guidelines regarding your use of the Clover Services, including but not limited to the **Clover Privacy Policy** (clover.com/privacy-policy) and the **Clover App Market Terms of Use** (clover.com/app-market-terms), that are posted on the Clover website or otherwise provided or made available to you. Each Clover Service or application may have additional terms that you must agree to prior to use. i) The fees for the Clover Services are included in the subscription charge. However, upon the conclusion of the Subscription Term, if you continue to use the Clover Services and if you have elected to purchase the equipment, you shall pay the then-applicable fees and charges for the Clover Services, which are reflected in the Clover App Market or Clover Dashboard, as applicable. You agree that Developers of applications in the Clover App Market charge fees separate from the Clover Services. You are responsible for paying all fees for Clover App Market applications to the developers.

8 . Warranties.

a) All warranties express or implied, made to you or any other person are hereby disclaimed including without limitation, any warranties regarding quality, suitability, merchantability, fitness for a particular use, quiet enjoyment or infringement.

b) You warrant that you will only use the Equipment for commercial purposes and will not use the Equipment for any household or personal purposes.

c) Equipment is warranted against material defects for the Subscription Term. This warranty does not include damage to the Equipment resulting from

accident or misuse or any other breach of the Agreement. If the Equipment should become defective within the warranty period, we will replace it free of charge (except that appropriate shipping charges may apply).

9 . Subscription Guaranty. . No guarantor shall have any right of subrogation to any of our rights in the Equipment or this Agreement or against you, and any such right of subrogation is hereby waived and released. All indebtedness that exists now or arises after the execution of this Agreement between you and any guarantor is hereby subordinated to all of your present and future obligations, and those of your guarantor, to us, and no payment shall be made or accepted on such indebtedness due to you from a guarantor until the obligations due to us are paid and satisfied.

10 . Payment of Amounts Due, Administrative and Collection Fees.

a) The schedule of fees is listed below: b)

SCHEDULE OF FEES			
DEFAULT FEES	AMOUNT	ADMINISTRATIVE FEES	AMOUNT
NSF Fee	\$10	Upgrade Fee	\$50
Collection	\$25	Assumption fee	\$150
Late fee	\$10	Agreement Copy Fee	\$7
Collection Invoicing Fee	\$7		
Improper Return Fee	\$100*		

b) The monthly subscription charge is due and payable on the same day of each successive month thereafter of the Subscription Term for each piece of Equipment. You agree to pay all assessed costs for delivery and installation of Equipment.

c) In addition to the monthly subscription charge, you shall pay, or reimburse us for, amounts equal to any taxes or assessments on or arising out of this Agreement or the Equipment, and related supplies or any services, use or activities hereunder, including without limitation, state and local sales, use, property, privilege and excise tax, exclusive, however, of taxes based on our net income. Reimbursement of property tax calculation is based on an average tax rate.

d) Your subscription payments will be due despite dissatisfaction for any reason with the Equipment or related processing services.

e) Whenever any payment is not made by you in full when due, you shall pay us a late fee of \$10 for each month during which it remains unpaid but in no event more than the maximum permitted by law. You shall also pay to us a NSF fee of \$10 for any debit we attempt to make against your bank account that is for any reason rejected, but in no event more than the maximum amount permitted by law.

f) In the event your account is placed into collections for past due subscription amounts, you agree that we can recover a collection expense fee of \$25 for each aggregate payment requiring a collection effort, but in no event more than the maximum amount permitted by law.

g) * See paragraph 11(g) for details regarding this fee.

11 . Use and Return of Equipment; Insurance.

a) You shall cause the Equipment to be operated by competence and qualified personnel in accordance with any operating instructions furnished by us or the manufacturer. You shall maintain the Equipment in good operating condition and protect it from deterioration, normal wear and tear excepted.

b) You shall not permit any physical alteration or modification of the Equipment, or change the installation site of the Equipment, without our prior written consent.

c) You shall not create, incur, assume or allow any consensually or judicially imposed liens or encumbrances on, or part with possession of, or sublease the Equipment without our prior written consent. d) You shall comply with all governmental laws, rules and regulations relating to the use of the Equipment. You are also responsible for obtaining all permits required to operate the Equipment at your facility. e) We or our representatives may, at any time, enter your premises for purposes of inspecting, examining or repairing the Equipment.

f) The Equipment shall remain our personal property and shall not under any circumstances be considered to be a fixture affixed to your real estate. You shall permit us to affix suitable labels or stencils to the Equipment evidencing our ownership.

g) You agree that all Equipment returns shall be to First Data Hardware Services, 1169 Canton Road, Marietta, GA., 30066, be done in a manner that can be tracked, and shall have Subscription number referenced on the return packaging, and be at your cost. You understand and agree that your failure to return the Equipment in the manner noted in the preceding sentence will delay our receipt of the return and possibly result in you being charged \$100. If returned Equipment shows excessive wear and tear or is not in good operating condition (in each case, as determined by us in our reasonable discretion), you will be charged our cost to restore such Equipment to normal or good operating condition, as applicable.

h) You shall keep the Equipment adequately insured against loss by fire, theft and all other hazards.

i) You shall provide proof of insurance as evidenced by a certificate naming First Data Merchant Services LLC as a loss payee under your insurance policy. The loss, destruction, theft or damage of or to the Equipment shall not relieve you from your obligation to pay the full purchase price or total monthly subscription charges hereunder.

12 . Site Preparation. You will prepare the installation site(s) for the Equipment, including but not limited to the power supply circuits and phone lines, in conformance with the manufacturer's and our specifications and will make the site(s) available to us by the confirmed shipping date.

13 . Title to Equipment. We at all times retain title to the Equipment unless we agree otherwise in writing. You agree to execute and deliver to us any statement or instrument that we may request to confirm or evidence of our ownership of the Equipment, and you irrevocably appoint us as your attorney-in-fact to execute and file the same in your name and on your behalf. If a court determines that the transaction contemplated by this Agreement is not governed by Articles 2A of the Uniform Commercial Code, then we shall be deemed to have a first lien security interest on the Equipment as of the date of this Agreement, and you will execute such documentation as we may request to evidence such security interest.

14 . Software License. We retain all ownership and copyright interest in and to all computer software, related documentation, technology, know-how and processes embodied in or provided in connection with the Equipment ("FDMS Software") other than computer software, related documentation, technology, know-how and processes owned or licensed by the manufacturer of the Equipment ("Manufacturer Software"). Manufacturer Software together with the FDMS Software is collectively referred to as "Software". You shall have only a nonexclusive license to use the Software in your operation of the Equipment. Notwithstanding the foregoing, ownership and copyright right interest in and to the Clover Software and your license to use the Clover Software and the Clover Services is described in and governed by the terms of your MPA or in separate agreement(s) (including those identified in Sections 7(e), (h) and (i)).

15 . Indemnification. You shall indemnify and hold us harmless from and against any and all losses, liabilities, damages and expenses, (including attorneys' fees) resulting from

(a) the operation, use, condition, liens against, or return of the Equipment or

(b) any breach by you of any of your obligations hereunder, except to the extent any losses, liabilities, damages or expenses result from our gross negligence or willful misconduct.

16 . Assignment. You may not assign or transfer this Agreement, by operation of law or otherwise, without our prior written consent. For purposes of this Agreement, any transfer of voting control of you or your parent shall be considered an assignment or transfer hereof. We may assign or transfer this Agreement and our rights and obligations hereunder, in whole or in part, to any third party without the necessity of obtaining your consent.

17 . Notices. All notices must be in writing, if to you at your address appearing on the cover page of this Agreement and if to us at 4000 Coral Ridge Drive, Coral Springs, Florida, 33065, Attn: Equipment Subscription Department, and shall be deemed to have been given (i) if sent by mail or courier,

upon the earlier of five (5) days after mailing or when actually received or, in the case of courier, when delivered, and (ii) if sent by facsimile machine, when the courier confirmation copy is actually received. Notice given in any other manner shall be effective when actually received, if to you at the address appearing on the cover page of this Agreement or by any electronic means, including but not limited to the email address you have provided on the cover page of the Agreement. Notices sent to the Merchant's last known address, as indicated in our records, shall constitute effective notice to the Merchant under this Agreement. Customer Service toll-free number 877-257-2094.

18 . Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to its subject matter, supersedes any previous agreements and understandings and can be changed only by a written agreement signed by all parties. This Agreement may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile shall be effective as delivery of a manually executed counterpart of this Agreement.

5.Subscription Acceptance

Undersigned agrees to all terms and conditions contained in this FDMS Subscription Agreement. Subscriber authorizes First Data Merchant Services LLC or its agents, to request and obtain from a consumer reporting agency personal and business consumer reports. Each of the undersigned authorizes us to obtain subsequent consumer reports in connection with the maintenance, updating, renewal or extension of the Agreement. Each of the undersigned furthermore agrees that all references, including banks and consumer reporting agencies, may release any and all personal and business credit financial information to us. **This agreement is a non-cancelable commitment by you for the full subscription term indicated herein** . By executing the below, Subscribe confirms that the Subscription Term is filled in above. Any attempt by you to terminate this commitment prior to the end of the Subscription Term, entitles First Data Merchant Services LLC to all rights and remedies set forth in paragraph 3, including acceleration of the remaining payments due, which shall be calculated as 95 percent of the product of (1) your monthly payment and (2) the number of months then outstanding on the Subscription Term. By signing below, you are agreeing to the terms and conditions in this agreement and acknowledging FDMS' acceptance of this agreement. If you sign using an electronic signature process, that signature reflects your agreement to be bound by the terms and conditions in this agreement.

Signature:



ALYSSA GONZALEZ

01-10-2024